STATE OF RHODE ISLAND
BEFORE THE STATE LABOR RELATIONS BOARD

In the MATTER of	:	
RHODE ISLAND STATE LABOR RELATIONS BOARD	:	
- and -	:	CASE NO. ULP-3967
EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT COMMITTEE	:	

D E C I S I O N

- and

O R D E R

The above matter came on to be heard on an Unfair Labor Practice charge filed on June 1, 1984, and the Complaint that the Board subsequently issued indicating that the Exeter-West Greenwich Regional School District Committee (hereinafter referred to as the Respondent) had refused to execute its collective bargaining agreement with the Exeter-West Greenwich Regional District Teachers' Association (hereinafter referred to as the Petitioner).

The evidence shows that the Petitioner commenced negotiations for a collective bargaining agreement for the 1983-1984 school year sometime during the fall of 1982. The Respondent was represented at these negotiations by Attorney James McAleer. The testimony was that Mr. McAleer had authority to enter into a binding agreement on behalf of the School Committee. The facts further disclose that there came a time when negotiations proved fruitless, and the Petitioner requested that the matter be submitted to arbitration pursuant to Rhode Island General Laws 28-9.3-9 and 10. The Arbitration Panel consisted of a representative of the Petitioner, namely, Bernard Connerton; a representative for the Respondent, namely, Mr. James McAleer; and the

neutral member of the Arbitration Panel was Mr. Mark Sander, who had been designated as such by the American Arbitration Association. The arbitration meetings took place at Howard Johnson's Motor Lodge in Warwick, commencing during the summer-time of 1983. The arbitration hearings continued into the 1983 school year. During that period, the parties operated under the provisions of the "old contract".

Subsequently, the arbitration hearings ended with an Aribtrator's Award that appeared to be satisfactory in toto to the Respondent's Representative. However, the Petitioner's Representative dissented from the Award concerning the Award's findings pertaining to class size and salaries. It is interesting to note that the parties initially commenced negotiations for a one-year contract. However, the negotiations and ultimate arbitration award resulted in a three-year contract (emphasis added).

Following the Award, the entire contract was presented to the Petitioner's bargaining unit and was ratified by same. The fact of ratification was communicated by Mr. McAleer, who then informed the Petitioner that the School Committee had implemented the Award.

The transcript shows the following with respect to the monetary provisions of the contract. With respect to the first year of the contract, namely the 83-84 school year, the salary scale would remain the same as it had been for the previous year with respect to the first 13 payments. Thereafter, for the next 13 pay periods, the salary scale would be increased by approximately $1,642. Mr. Connerton indicated that the money involved for the first year of the contract approximated 7%.

The Respondent was to begin the increase in salary in March, 1984, which was the 14th payment out of a total of 26 pay periods. As a matter of fact, the Respondent implemented the salary increase at this time.

The other salary provisions that had been agreed to were that the teachers' salaries would increase by 7.2% in the second year and 7.9% in the third year. The second year of the contract would pertain to the school year 84-85, and the third year of the contract would pertain, naturally, to the school year 85-86

In addition to the agreement with respect to salaries, the parties also agreed on provisions pertaining to a Delta Dental Plan which called for an increase of money to be paid to the Petitioner, which money was to be paid when the Arbitration Award was handed down (underlining ours). The Respondent also implemented this portion of the Award.

There is no question that, as a result of the prior negotiations and the subsequent arbitration hearings, both sides had agreed to all of the substantive issues, including monetary issues, pertaining to a collective bargaining agreement covering a three-year period. The transcript contains clear and concise evidence to substantiate the fact that a "meeting-of-the-minds" had been reached on all material issues that had previously been unresolved. Even Mr. McAleer's communication to Mr. Connerton dated April 6, 1984 reflects that fact. For example, his letter to Mr.Connerton reads as follows:

> "Dear Bernie, enclosed please find a summary of changes to the draft contract as well as the copy of the pertinent pages addressed by the summary."

While ordinarily the argument of the Respondent that an arbitration award under 28-9.3-12 is binding on all matters except

those involving the expenditure of money would be true, it has no merit before this Board since the facts are clear that the parties had reached agreement during the arbitration hearings on all issues, and more particularly on those involving the expenditure of money. If not, the Respondent's Representative on the panel most certainly would have dissented both with respect to the length of the contract and the monetary items contained therein. In addition, if a meeting-of-the-minds had not been reached with respect to all issues, the parties would have, we are quite confident, exchanged communications with respect to further collective bargaining negotiations as to those issues, namely monetary items, which remained unresolved There is no such evidence before this Board.

As indicated above, the Board is convinced, beyond doubt, that the parties agreed to a three-year contract covering all of the pertinent terms and conditions relating to the terms and conditions of employment, etc. pertaining to the Exeter-West Greenwich Regional School District Teachers' Association's collective bargaining unit. The only obstacle, as we see it, with respect to the implementation of this three-year contract, arose after the voters of the Regional School District refused to appropriate or allocate sufficient funds to cover the terms and conditions contained in the three-year contract. Had it not been for that fact, it appears clear the School Committee was ready and willing to implement the terms of the three-year collective bargaining agreement.

One of the policy statements in the Act; namely, Rhode Island General Laws 28-7-2, indicates that:

> "When ... employers ... refuse to recognize the practice and procedure of collective bargaining, their actions lead to strikes, lockouts and other forms of industrial strife and unrest which are inimical to the public safety and welfare, and frequently endanger the public health."

It appears, in this case, that the Respondent, by its actions in refusing to implement the entire contract package, is, in effect, refusing to recognize the practices and procedures of collective bargaining.

It is clear that the collective bargaining process cannot be made contingent upon the whim of the taxpayers at financial town meetings subsequent to collective bargaining negotiations which result in a collective bargaining agreement on all issues. This would reduce the collective bargaining process to a game of "financial roulette". Such games have not, nor will they be permitted to impinge on any portion of the collective bargaining process.

For this Board to hold otherwise would render the language and clear intent of the drafters of the Rhode Island State Labor Relations Act meaningless. In fact, Rhode Island General Laws 28-7-2 was created as an exercise of the police power of the State for the protection of the public welfare, prosperity, health and peace of the people of the State. The actions of the Respondent are one of the types of actions that the statute is designed to prohibit and prevent. (underlining ours)

With respect to whether this Board has the power (once it has found that there has been a contract) to compel the School Committee to sign a written document (contract) formalizing its prior agreement with the Teacher's Union has been the subject of prior decision. We believe that the case of Warren Education

Association vs. Richard L. Lapan, 103 R. I. 163 is controlling. The language contained in that case is applicable to the facts of this case, and it is clear that the Rhode Island Supreme Court has indicated that " the state labor relations board may compel the committee to sign a written contract formalizing any prior oral agreement reached by the parties at the bargaining table." Consequently, the Board has no doubt that it has the authority and power to require the Respondent to sign any agreement reached pursuant to collective bargaining negotiations.

The Respondent also argues that the "Arbitration Award" is not part of "contract". We are not persuaded at all by this argument, especially in view of the language contained in Local 1363, Fire Fighters, etc. v. DiPrete, 103 R. I. 592. The Court in that case indicated that the word "agreement" cannot reasonably be taken to mean that a collective bargaining contract will embody only those terms which have been agreed upon during the 30-day pre-arbitration negotiating period and will omit all matters on which the parties were not then agreed. A more reasonable meaning is that a collective bargaining contract will consist of the parties' mutual understandings on all of the material issues, whether they were agreed upon before arbitration, were determined by the decision of the arbitrators, or were agreed upon at post-arbitration negotiations.

Thus it is clear that the parties have an agreement and, as such, that agreement must be signed, executed and implemented by the Respondent.

FINDINGS OF FACT

1. The Exeter-West Greenwich Regional School District Committee is a duly constituted committee within the Town of

Exeter, a municipal corporation, duly organized under the Constitution and the General Laws of Rhode Island, with its headquarters in Exeter, Rhode Island.

2. That the Exeter-West Greenwich Regional District Teachers' Association is a labor organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining and of dealing with employers in grievances or other mutual aid or protection.

3. On June 1, 1984, an unfair labor practice charge was filed with the State Labor Relations Board.

4. On June 25, 1984, the Board issued a Complaint charging that the Respondent refused to execute its collective bargaining agreement with the Petitioner.

5. The Petitioner and the Respondent started collective bargaining negotiations for a collective bargaining agreement for the 1983-84 school year during the Fall of 1982.

6. The parties were unable to reach agreement on all issues and the matter was submitted to arbitration pursuant to Rhode Island General Laws 28-9.3-9 and 10.

7. That on or about November 5, 1983, an arbitration award was rendered.

8. That the arbitration award resulted in a three-year contract although the parties had initially negotiated for a one-year contract.

9. The contract was ratified by the Petitioner's bargaining unit.

10. The Respondent implemented portions of the award, including some of those pertaining to expenditures of money.

11. That the voters at the financial town meeting refused to appropriate sufficient monies to cover the terms and conditions of the new collective bargaining agreement.

12. That as a result of the refusal of the voters to appropriate sufficient money for the new collective bargaining agreement, the Respondent has not implemented the remaining monetary portions of the agreement.

13. That the Respondent, during the collective bargaining process, at no time indicated that monetary items would be subject to voter approval at the subsequent financial town meeting.

14. That the parties had reached a "meeting-of-the-minds" as to all aspects of a collective bargaining agreement, including monetary items covering a three-year period.

15. That the Respondent has not signed the collective bargaining agreement reached between the parties.

CONCLUSIONS OF LAW

1. That the Petitioner has proven, by a fair preponderance of the credible evidence, that it and the Respondent had reached agreement on a new collective bargaining agreement concerning the Petitioner's bargaining unit for a three-year period.

2. That the Respondent's failure to execute this agreement is a violation of Rhode Island General Laws 28-7-13 (10).

ORDER

Wherefore, on the basis of the foregoing, it is hereby

ORDERED, that the Respondent immediately execute the collective bargaining agreement.

RHODE ISLAND STATE LABOR RELATIONS BOARD

S/ SAMUEL J. AZZINARO
CHAIRMAN

S/ JAMES H. RIGNEY
MEMBER

S/ GLENN EDGECOMB
MEMBER

Entered as Order of
the Rhode Island State
Labor Relations Board

DATED: SEPTEMBER 13, 1984

BY: S/ JOHN H. WINTER
ADMINISTRATOR